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City of Baltimore and Baltimore Teachers Union, American Federation of Teachers, AFL-CIO, Local 340 (1986)

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Comments

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MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF BALTIMORE
AND THE
BALTIMORE TEACHERS UNION
LOCAL #340
AMERICAN FEDERATION OF
TEACHERS, AFL-CIO
SCHOOL YEARS 1986-1988
Agreement Covering
All Paraprofessionals

6/89

MEMORANDUM OF UNDERSTANDING
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CITY OF BALTIMORE
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BALTIMORE TEACHERS UNION
LOCAL #340
AMERICAN FEDERATION OF TEACHERS, AFL-CIO
SCHOOL YEARS 1986-1988
AGREEMENT COVERING ALL
PARAPROFESSIONALS

This AGREEMENT is entered into this first day of July 1986, between the Employer and the Baltimore Teachers Union, Local #340, American Federation of Teachers, AFL-CIO ("Union"). To the extent that implementation of these points requires action by the Board of Estimates and/or the City Council, this Memorandum will serve as a request and recommendation to such bodies that it be so implemented.

ARTICLE 1

A. Declaration of Principle, Policies and Purpose

It is the intent and purpose of the Union and the Employer to promote and improve the efficiency of the operations of the City of Baltimore and the Department of Education of Baltimore City. In order to render the most efficient public service to the citizens of the City, the Union and the Employer agree that this goal can best be achieved through an orderly, constructive and harmonious relationship between them. The parties hereto are in further accord that effective employee management cooperation in the public service requires a clear statement of the respective rights and obligations of labor and management and for this purpose enter into this Memorandum of Understanding.

B. Definition of Unit

Paraprofessionals shall include children's aides, research aides, educational assistants, lunch aides, home/school/community liaison workers (home visitors, parent liaison workers, and home community workers), transportation aides, occupational therapist assistant, physical therapist assistant and other employees paid on the salary scales set forth in this Memorandum of Understanding.

A joint committee shall be established to review and circulate job responsibilities and descriptions of unit classifications.

ARTICLE II

Recognition

The Employer recognized the Baltimore Teachers Union, Local #340, American Federation of Teachers, AFL-CIO, as the exclusive certified negotiating representative of all eligible employees in the Department of Education of Baltimore City pursuant to the provision of the Municipal Employee Relations Ordinance (Article 1, Sections 119-137, of the Baltimore City Code, 1976 Edition).

A. Once a written agreement is adopted by the Union and the Employer, it shall constitute a binding, legal, and moral commitment on the part of both parties to do everything within their power to secure the execution of the provisions of the Agreement.

B. If a tentative agreement submitted by the Union is rejected by the Paraprofessionals of Baltimore City, negotiations shall be reopened.

ARTICLE III

Checkoff and Union Rights

A. The Employer agrees to deduct Union dues and service fees from the pay of any employee who authorizes such deductions in writing

pursuant to the provisions of the Municipal Employee Relations Ordinance. The Employer shall transmit all such monies withheld to the Union on a biweekly basis. The Employer shall also provide to the Union, upon request, all necessary information relating to those employees paying service fees.

B. The Union will be permitted to use the interdepartmental mail service for distribution of approved material to Paraprofessionals provided that such use of the mail service does not interfere with the distribution of the materials of the school system. Approved materials are official publications of the Union appearing on the Union's letterhead.

C. On at least one (1) full school day's notice in writing to the Administrator of the School, and acknowledged by him, the authorized school representatives of the Union shall have the right to schedule Paraprofessional meetings in the building before or after regular duty hours or during the lunch time of the employees involved.

D. The Union Building Representative may request meetings with the Principal, at times mutually acceptable, to discuss questions relating to this Agreement.

E. Each school is to provide bulletin board space for Paraprofessional use, provided that the allocation of such space does not interfere with or interrupt normal school operation.

F. Payroll deductions for dues will be continued whenever a Paraprofessional is transferred from one school to another unless that Paraprofessional requests discontinuance.

G. All employees covered by this Memorandum of Understanding (1) who are employed after September 1, 1976, and elect not to join or remain members of the Union, or (2) who were employed prior to September 1, 1976, and had previously executed membership or dues authorization cards as members of said Union, but hereafter elect to terminate such membership and/or revoke said dues authorization cards, shall, as a condition of continued employment, following their established probationary period, pay a service fee to the Union in an amount not to exceed the then current dues in order to defray the costs incurred by the said Union in the negotiation, administration and implementation of the terms of the Memorandum of Understanding, and all modifications and amendments thereto, including related proceedings before an impasse panel or arbitrators; in the processing of grievances; in the conduct of disciplinary proceedings and in the appeal thereof; in the protection and improvement of Civil Service rights; and in any and all other proceedings and matters for which the Union is the employees' exclusive representative as a result of its certification.

H. The above shall not be granted to any other employee organization for the purposes of representing any of the employees outlined in Article I, Section B, above.

I. The Employer shall not discriminate against an employee in any manner because of membership in or activities on behalf of the Union.

J. Upon advance request and approval by the appropriate Administrator, three (3) area representatives shall each be allowed three (3) days per month with pay in order to conduct Union business. Request for such leave shall be made at least five (5) days in advance.

K. Cope Deductions - Political Action Checkoff.

The Board agrees to deduct from the pay of each employee from whom it receives an authorization to do so, the monthly amount authorized by the employee for political action. A list of the employees from whom the deductions have been made and the amount deducted from each and a list of the employees who had authorized such deductions shall be forwarded to the Union no later than thirty (30) days after such deductions were made. The authorization form

shall read as follows:

"I hereby authorize the Board of School Commissioners of Baltimore City to deduct from my salary the bi-weekly sum of \$ _____ and to forward that amount to the Baltimore Teachers Union Political Committee. This authorization is signed freely and voluntarily and not out of any fear or reprisal and with the understanding that the Baltimore Teachers Union Political Committee is engaged in joint fund-raising efforts with the AFL-CIO. This voluntary authorization may be revoked at any time by notifying the Board of School Commissioners and Baltimore Teachers Union Political Committee in writing of the desire to do so."

(Signed) _____ (Name)
_____ (Address)
_____ (Identification Number)

ARTICLE IV

Management Rights

The Employer shall have all of the rights set forth in Article I, Section 123 of the Baltimore City Code (1976 Edition), and Article VII, Sections 58 through 60 of the Baltimore City Charter (1964 Revision -- 1981 Replacement Volume), which provisions are incorporated herein by reference.

ARTICLE V

Fair Practices

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit for which the Union is the certified representative without discrimination as to age, sex, marital status, race, creed, color, handicap, national origin, or political affiliation.

B. The Employer and the Union agree that they shall not interfere with employees in the exercise of the rights guaranteed under the Municipal Employees Relations Ordinance.

ARTICLE VI

School Calendar and Hours

A. Employees covered under this Agreement shall work the same school calendar as teachers.

B. Classroom Aides, Educational Assistants and Children's Aides shall work the same hours as teachers (15 minutes before and 15 minutes after instruction.)

C. Duty hours for employees covered under this Agreement shall be as assigned provided that:

1. Bus aides shall be regularly scheduled for five (5) hours per work day.
2. All other employees who are regularly scheduled for four (4) or more hours per work day, as of October 15th of any school year, shall not be reduced to a schedule of less than four (4) hours per work day for the remainder of the school year.
3. Paraprofessionals who are assigned to work locations in Central Offices and who work with students in school sites, shall work the same hours as teachers.

ARTICLE VII

Grievance and Arbitration Procedures

Discharge, reduction in pay or position, or suspension for more than thirty (30) days, as provided for in the Article XV, hereof, shall not be subject to the grievance procedure.

A. Except as hereinabove provided and subject to any limitations of existing law, any grievance defined in the Municipal Employees Relations Ordinance (Section 120F) as a dispute concerning the application or interpretation of the terms of this agreement or a claimed violation, misinterpretation or misapplication of the rules or regulations of the employer affecting the terms and conditions of employment may be settled in the following manner:

Step 1

An employee may appear on his own behalf or be represented by a Paraprofessional Chairman, or an individual designated by the Union. The grievance shall be discussed with the Principal within ten (10) school days of the date of the grievance or his knowledge of its occurrence. The Principal shall attempt to adjust the matter within five (5) school days of the presentation of the grievance.

Step 2

If the grievance has not been satisfactorily resolved in Step 1, a written appeal may be taken to the Executive Director or his designee on a form to be provided by the Employer and approved by the Union within five (5) school days following the completion of Step 1. The Executive Director or his designee shall meet with and discuss the grievance with the Paraprofessional President, the President of the Local Union or his designee, and the aggrieved employee within five (5) school days after written appeal. An answer to the grievance shall be submitted to the aggrieved employee and to the President of the Local Union in writing on the said form within five (5) school days thereafter.

Step 3

If the grievance has not been satisfactorily resolved in Step 2, a written appeal may be filed on said form with the Superintendent of Public Instruction or his designee within five (5) school days following the completion of Step 2. Within ten (10) school days of such appeal, the Superintendent of Public Instruction or his designee shall meet with the Paraprofessional President, the President of the Local Union or his designee, the aggrieved employee, and such other parties whose presence may be required to discuss the grievance. The Superintendent of Public Instruction or his designees shall respond in writing on the said form within ten (10) school days thereafter.

Step 4 - The Board of School Commissioners

The decision of the foregoing step may be appealed in writing by the aggrieved employee to the Board for review within five (5) school days after the decision of the Superintendent or his designated representative has been received.

After receipt of the appeal, the Board may sit as a whole, or use a committee or a designee to hear the grievance. The Board shall hear the grievance within fifteen (15) school days following receipt of the appeal, and shall render its decision no later than ten (10) school days following said hearing. The Superintendent or his designated representative, the Union, and such other persons as are necessary shall be present and state their views. After conferring with the aggrieved employee, the Board shall communicate its decision in writing together with supporting reasons to the aggrieved employee, the Union, and to the lower level hearing offices within the seven (7) schools days as aforesaid.

At its option, the Board may choose not to hear the grievance and the Union may then pursue it to arbitration.

Step 5 - Arbitration

A. In the event that a grievance as defined herein shall not have been resolved at Step 4 of the grievance procedure, the Union may refer such a dispute or difference to arbitration by mailing a written notice to submit to arbitration to the Labor Commissioner

and to the Superintendent of Public Instruction within seven (7) school days following receipt of a written decision at Step 4.

If the Union and the Labor Commissioner are unable to agree upon an Arbitrator within five (5) school days after the receipt of the aforesaid written notice, then either the Union or the Board may request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) arbitrators from which to select one person to serve as arbitrator. The names furnished by FMCS shall each be members of the National Academy of Arbitrators, FMCS Area No. 7. A arbitrator will be selected from the list by alternately striking names from the list; the last name remaining being the arbitrator chosen.

The Arbitrator shall be without power to add to, subtract from, change, or alter any provision of the agreement, Board policy, or of applicable State or local law. The Arbitrator shall hear and decide only one grievance in each case unless mutually agreed otherwise.

The decision of and award made by the Arbitrator shall be final and binding upon all parties to the grievance unless the same is contrary to law. The costs for the services of the Arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be borne equally by the Board of School Commissioners and the Union.

B. Time Limits

Failure to submit a grievance within the specified time limits or to appeal a grievance to the next successive step or to arbitration within the specified time limits shall be deemed to be a waiver of the grievance and/or acceptance of the decision rendered at that step.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Union to lodge an appeal at the next step of this procedure.

In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is mutually agreeable to the parties. All other grievances filed on or after June 1 will be considered at a time mutually agreeable to the parties, but no later than the beginning of the next school term. To avoid any dispute as to the date of submission or receipt of a grievance appeal, decision, notice or hearing or notice to submit to arbitration, all notices of hearings and/or decision shall be mailed by school officials by certified or registered mail, return receipt requested, with the date of mailing or postmark and the date of receipt recorded thereon. As an option, such correspondence may be hand delivered but must be signed, timed, and dated by the receiver. By mutual agreement in writing, time limits may be extended.

C. General Provisions

Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. The Union shall have the right to initiate a grievance or appeal from the disposition of the grievance of an employee at any step of this procedure. However, only the Union may appeal a grievance to arbitration. Any grievance filed during the life of this agreement shall be processed according to the terms of this agreement.

If a grievance arises from the action of any authority higher than the Step 1 Administrator, such grievance may be initiated at the appropriate step of the grievance procedure.

ARTICLE VIII

LEAVES

The provisions of this Article are applicable to all employees who are regularly scheduled to work a minimum of four (4) hours per day, five (5) days per week.

A. Bereavement Leave

In the case of the death of a parent, grandparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, husband, wife, child or grandchild (including those in this group who are step, half-blood or foster relations), or in the case of the death of a member of the immediate household of an employee, the employee shall be granted a leave of absence without loss of pay for a period not exceeding four (4) consecutive working days beginning with the date of death except that no day during this period on which the employee has been on duty shall be counted in computing the length of the leave.

In the case of the death of a relative not mentioned in the paragraph above, the employee shall be granted a one (1) day leave of absence with no loss of pay to attend the funeral. Additional days for this purpose may be charged to personal business leave with no loss of pay if the employee so elects.

B. Maternity Disability and Maternity Leave

Employees covered under this agreement, shall, at their request be allowed to use sick leave for absence due to disability connected with or resulting from childbirth. Certification of disability must be certified by the attending physician. It is recognized by the Employer and the Union that this disability will occur in most cases, for a period of sixty (60) days. Upon termination of such disability, or the complete usage of all paid sick leave, whichever occurs first, the employee must return to work unless she requests a maternity leave of absence, which shall be granted, or resigns.

Employees shall give their Supervisors no less than thirty (30) days' notice of their intention to take maternity leave of absence.

At the expiration of any maternity leave of absence of sixty (60) days or less, the employee shall be reassigned to active duty. At the expiration of leave of more than sixty (60) days, the employee's reassignment to active duty shall be contingent upon the existence of a vacancy for which the employee is qualified.

If an employee adopts an infant child, leave of absence may be granted, with full loss of pay, until one (1) year from the date of birth of the child. Upon application, this leave may be extended to, but in no case beyond, the beginning of the scholastic year (September 1) following the child's thirty (3rd) birthday.

An employee who has been on two (2) or more consecutive maternity leaves of absence which extend for a total period of more than five (5) years shall pass a test of basic skills before being reassigned to duty except as provided herein. If such employee is eligible and applies for reassignment before the expiration of a five (5) year period from the date of the beginning of her first leave and if no suitable vacancy develops until after the expiration of the five (5) year period, her leave of absence shall be extended for a period not to exceed two (2) additional years without her being required to take the test of basic skills. The effect of this will be that such an employee may be absent for a period not to exceed seven (7) years before she is required to pass a test of basic skills to be eligible for reassignment. No benefits normally earned during the work year shall accrue to the employee while she is on maternity leave.

C. Matrimony Leave

Leaves of absence for the purpose of marriage shall be with loss of full pay and shall not exceed ten (10) working days.

An employee may obtain a leave of absence with loss of full pay

for a period not to exceed twenty-five (25) working days in any one school year to spend time with the spouse who is in military service outside the Baltimore area. Time for matrimony leave within the same school year shall be included in these twenty-five (25) days. Unless the employee returns to duty on or before the expiration date, resignation may be requested by the Employer.

D. Military Leave

Paraprofessionals shall be eligible for military leave of absence without pay. During the time of military leave, the employee shall receive full seniority credit for the time spent in the military and shall be placed in an equivalent position according to qualifications and experience. All employees who are members of the military or naval establishments of the United States of America or of the State of Maryland, shall be granted leave on those days during which they shall be engaged in any military or naval duty to which they shall be ordered by proper authority, not to exceed fifteen (15) calendar days in any year, with loss of half pay for the working days included in the leave.

E. Absence for Funeral of Fellow Aide

Two members of the paraprofessionals contingent in a school may be delegated to attend the funeral of a member of the paraprofessional contingent as representing the paraprofessionals of the school.

F. Sick Leave

Sick leave with pay shall be granted only to full time employees who accrued such leave and who are required to be absent from duty because of sickness or injury, either physical or mental.

Such sick leave shall accrue at the rate of one (1) day for each month of completed service, except that in the employee's first month of employment he must be in pay status at least one-half (1/2) the number of working days in that month. Sick leave shall be accruable throughout the school year, and may accumulate to a maximum of one-hundred and forty (140) days effective July 1, 1986. Sick leave will not be granted where there is evidence of abuse of the sick leave principle through malingering or false application for such leave.

An employee requesting sick leave shall notify his Supervisor as early as possible on the first day of such absence.

A full-time employee, upon application in writing, may be granted a leave of absence, without pay, provided said leave is recommended by the employee's physician for reasons of personal illness or disability. Such leave shall not extend beyond one (1) year from the date said leave was granted.

Up to five (5) days of accumulated sick leave may be used by the paraprofessionals in the case of illness in the immediate family as defined in Board Rules.

Sick Leave Conversion

Sick Leave Year

The sick leave year begins on the day immediately following the last payroll period in November and extends through the last payroll period in November of the following year.

Eligibility for Conversion

All employees who work a minimum of four (4) hours per day, five (5) days per week are eligible for sick leave conversion at the end of each sick leave year, provided that they have a minimum of four (4) unused sick leave days which were accumulated during the preceding twelve (12) months.

Conversion Factor

For every four (4) days of sick leave accumulated during the year, an employee may convert one (1) day to cash, and retain the remaining three (3) days in his sick leave account.

Conversion Option

An employee may convert to cash all or none of the days to which he is entitled. Conversion of only some of the days to which an employee is entitled as well as conversion of partial days if not authorized.

Payment

Payment for sick leave conversion will not be included in the employee's regular salary check, but will instead be made by a separate check. These checks will be issued not later than December 24 each year, and will include the usual deductions for taxes and Social Security.

G. Sick Leave Bank

a. Paraprofessionals shall be eligible to participate in the sick leave bank established for teachers in accordance with the program guidelines outlined in the Teacher's Memorandum of Understanding.

b. One Paraprofessional and one Board Representative shall be added to the Sick Leave Bank Committee established in the Teacher's Memorandum of Understanding.

H. Communicable Disease Absence

An employee who is isolated because of contact with a communicable disease which requires isolation under the City Health Code but who does not have the disease himself shall be paid full salary for such time as the City Health Commission declares the staff member subject to isolation.

When an employee has contacted a communicable disease as defined above and there exists a substantial number of cases of that disease among those students with whom the employee has had direct contact, as determined by the school systems Medical Officer, that employee shall suffer no loss of pay or accumulated sick leave time for any days that the employee is absent from the school. Prior to approval of this leave with pay, medical verification of the employee's illness shall be required.

I. Religious Holidays

An employee may be absent, with loss of half pay, for the observance of traditional and customary religious holidays. Such holidays are to be interpreted as those days when members of the staff members' religious group, in the observance of their fundamental beliefs, engage in religious duties and do not carry on their regular professional or business activities. Religious holidays which occur on school holidays shall be without loss of pay.

J. Birth of Child Absence

An employee whose wife has given birth to a child may be absent at the time of the birth of the child without loss of pay. Such absence may not exceed one (1) day in any school year.

K. Personal Business Leave

An employee shall be permitted to request the use of accumulated sick leave in an amount not in excess of two (2) days per year for necessary personal business purposes. Such personal business leave shall be treated as sick leave and shall be noncumulative from one year to the next.

No request for personal business leave will be honored either

the day before or after a holiday. An employee shall be granted an additional one (1) day leave of absence each year for necessary personal business without loss of pay.

L. Accidental Injury

1. Employees who sustain injuries as the result of accidents occurring in connection with their assigned duties shall be given leave of absence without loss of pay. The length of the leave allowed shall be determined by the Board of School Commissioners upon the recommendation of the Superintendent. The Superintendent in his recommendation shall take into consideration the advice of the medical examiner of the ~~Division of Disability Compensation of the City of Baltimore~~ or other appropriate physicians. No leave of absence because of accidental injury shall be granted for a period of more than three (3) months at one time, but the Board of School Commissioners may, upon recommendation of the Superintendent, grant renewals of leave for periods of three (3) months or less. In any case where injury requires an extended leave of absence, the Board of School Commissioners may request that the employee be considered for retirement because of accidental disability. No employee will be entitled to receive Workmen's Compensation benefits for temporary total disability during any time, or covering any period, that said employee is receiving his or her full salary for job injury leave as outlined above.

2. Absence due to disability resulting from an assault will be covered by an assault leave. This leave will not be charged to sick leave. The employee will be in full pay status for the duration of the disability.

3. There will be a City oversight committee established to review all employees rejected or released on the basis of decisions made by the Office of Occupational Medicine and Safety.

4. The Union and the Office of Occupational Medicine and Safety will meet to review the problems of unit members who must report to the Clinic because of on-the-job injuries.

M. Jury Service

Employees who are required to perform jury service in any Court (city, federal, county) shall be paid their regular salary, less the amount received for such jury service. The employees summoned as jurors shall notify their Supervisor immediately by memorandum and summonses are to be forwarded to the Division of Human Resources and Labor Relations.

N. Leaves of Absence

Any employee elected as an officer of the Union or who is appointed to its staff, upon proper application, be given a leave of absence without pay. The Board agrees to recommend to the Retirement Board that time spent on leave be granted as service credit for retirement and that the employee be permitted to pay regular monthly contributions.

O. Graduation Exercises Absence

Leave of absence for attendance at a senior high school or college graduation exercise may be granted an employee covered by this Agreement as follows:

A one (1) day leave without loss of pay to attend his own graduation. A one (1) day leave of absence without loss of pay to attend the graduation exercises of spouse or child.

P. Educational Leave

Any paraprofessional who is engaged in an educational program, and who may need a leave of absence for student teaching or other reasons to complete requirements for graduation shall be granted

such leave without pay, and shall be assured of reassignment to his former position or one comparable at the end of such leave. the City will develop a method to allow the continuation of health care benefits for those paraprofessionals who are on educational leave for the purpose of student teaching.

Q. Personnel on the 362 Payroll who are assigned on a twelve (12) month basis will receive 23 vacation days per annum or, 11.5 months will receive 12 vacation days per annum. An unused vacation may be carried over to the following year.

R. Parental

Paraprofessionals shall at their request be granted a leave of absence without pay for child-bearing and/or child-rearing for such period of time as they specify but not to exceed one (1) year. Upon application, said leave may be extended up to, but not beyond, the beginning of the school year (September 1) following the child's third birthday.

Application for such leave shall be made as soon as possible but normally at least ninety (90) days prior to the effective date.

Paraprofessionals adopting an infant shall, at their request receive the same leave without pay as set forth in first paragraph above which shall commence upon the Paraprofessional's receiving de facto custody of said infant or earlier if necessary to fill the requirements for the adoption. Application for adoption leave shall be made as soon as possible.

Upon expiration of leave, an employee's reassignment to active duty shall be contingent upon the existence of a vacancy for which the employee is qualified. Exceptions to the foregoing may be made in the case of an employee whose parental leave begins during a given semester, as follows:

1. If parental leave begins prior to October 1 or March 1 of a given semester, the employee shall be returned to the previous position only at the beginning of the following semester.
2. If the parental leave begins on or after October 1 or March 1 of a given semester, the employee shall be returned to his previous position at the beginning of the following semester or of the next following semester.

The above two exceptions shall apply provided that the employee notifies the Assistant Superintendent of ~~Human Resources and Labor Relations~~ of his intention at least twenty (20) calendar days prior to the start of the semester of his planned return.

S. Other Leaves of Absence Without Pay

Employees shall be granted leave of absence without pay upon recommendation by the Superintendent and approval of the Board of School Commissioners according to the policies and procedures of the Rules of the Board of School Commissioners.

ARTICLE IX

Summer School Employment

In filling Summer School positions, the following criteria shall be considered by the appointing officer:

- A. A rating of satisfactory or better.
- B. Prior experience in the Baltimore City Public Schools System in the same classification as the one available.
- C. Length of service as a paraprofessional in the Baltimore City Public School System.
- D. Summer School salaries shall be the same as the regular school

year.

ARTICLE X

Salary Credit for Prior Experience

- A. In determining the annual increment step of an entering employee, the Employer shall give credit for satisfactory previous school experience in the area of employment and approved satisfactory non-school experience related to the area of employment.
- B. Aides employed four (4) hours or more each day shall have their salary computed on an annual basis.
- C. Retirement benefits for employees covered by this Agreement shall be subject to the appropriate City or State legislation. It is the intention of the parties hereto that eligible employees be enrolled and contributions on their behalf commence effective September 1, 1976.
- D. Employees who are pensioned or who elect to terminate their City service without pension and have completed at least twenty (20) years of service, regardless of age, shall be entitled to convert one (1) day's pay for each four (4) days of unused accumulated sick leave at the time of their retirement and/or termination from City service.
- E. Salary Guidelines
1. Typically, persons entering employment will be placed on the minimum step of the appropriate salary scale.
 - ✓ 2. One (1) incremental step credit for each year of inservice qualifying previous work experience in area of employment within ten (10) year period.
 3. One incremental step credit for every two (2) years of outside qualifying previous work experience within ten (10) year period.
 4. No incremental step credit for education beyond the minimum educational requirements for a particular salary category.
 5. No maximum step placement upon entry into the school system for any new employee.
 6. Personnel on flat rate salary, transferring to the High School or greater salary category would be placed on the appropriate step corresponding with the years of satisfactory inservice experience; however, this step placement shall not exceed the step upon which they fall had they not been on a flat-rate salary.
 7. An employee qualifying for transfer from a lower salary category to a higher salary category within the Educational Assistant (362) Salary Scale will be placed on the appropriate and corresponding step.
 8. Persons transferring from the aide's Salary Scale to the Educational Assistant Salary Scale will advance to the minimum step of the new salary scale or the step immediately higher than the person's current salary, whichever is greater. Where applicable, salary credit of one (1) additional increment step will be granted for every two (2) complete years of satisfactory service in the area.
 9. Persons entering assignments after February 15, of any calendar year will not be eligible for an additional step increment until September 1, of the following calendar year.
 10. Salary changes for college credits earned will be made effective the beginning of the second payroll period

following the receipt and recording of the credits.

F. Effective January 1, 1986, person's transferring from any Paraprofessional Salary Scale to the Teachers Scale shall be given credit for salary scale placement at the rate of one step for every 2 year service as a paraprofessional with a maximum of 8 steps.

ARTICLE XI

No Strike Or Lockout

A. The Union and its members, individually and collectively, agree that during the term of this agreement, there shall be no strikes, slowups, stoppages of work, and the City agrees that there shall be no lockout.

B. In the event of an unauthorized strike, slowup, or stoppage, the City agrees that there will be no liability on the part of the Union provided the Union promptly and publicly disavows such unauthorized strike, orders the employees to return to work, and attempts to bring about a prompt resumption of normal operations, and provided further that the Union notifies the City, in writing, within forty-eight (48) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this article.

C. In the event that such action by the Union has not effected resumption of normal work practices, the City shall have the right to discipline, by way of discharge or otherwise, any member of the Union who participates in such strike, slowup, or stoppage, and no such disciplinary action shall be subject to the grievance procedure provided for in this Agreement.

ARTICLE XII

Personnel Practices

1. Assignment of Paraprofessionals

Paraprofessionals assigned to work site locations within the Schools shall be assigned based upon an approved ratio or staffing model as determined by the Board. The employee and the Union shall be informed relative to employee assignments no later than August 15 of each school year. Upon request by the Union, information relative to employee assignments will be shared with the Union.

A. Personnel Folders

Official employee files shall be maintained in accordance with the following procedures:

- . No material related to an employee's conduct, service, or personality shall be placed in the file unless it is signed by the person submitting the information. The employee shall be given the opportunity to acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content. An employee's refusal to sign will be noted by the administrator and a witness.

- . The employee shall have the right to answer any material filed, and his answer shall be attached to the file copy.

- ✓. By appointment with ^{the} appropriate authorized person, the employee, after proper identification, shall be permitted to examine his file. The employee shall indicate in writing, to be placed in his file, that he has examined the same.

- . Only those personnel who have an official right and reason for doing so may inspect an employee's file.

- . Administrators shall continue to place in an employee's file information of a positive nature indicating competencies, achievements, performances, or contributions of an academic, professional, or civic nature. Any such materials received from competent responsible outside sources shall also be included in an employee's file.
- . Replies to confidential inquiries will not be made available to the employees.

B. Transfers

1. Voluntary Transfers

A roster shall be developed and maintained throughout the year of those Paraprofessionals who request transfers. This roster will be used to select Paraprofessionals for transfer for the following school year. Paraprofessionals requesting transfers shall list their choices of new assignments in order of priority. Paraprofessionals shall be placed on the roster in order of their qualifications, and the filing dates of their transfer requests. If equally qualified candidates file on the same date, systemwide seniority shall be used to determine their placement on the roster. If a Paraprofessional does not receive a requested transfer, he/she shall be notified of the reasons in writing and his/her name shall remain on the transfer roster. No later than the 15th of each month, the Board shall send the Union a copy of the updated transfer list.

2. Involuntary Transfer Policy

Involuntary Transfers shall be made in such a way as to prevent undue disruption of the instructional program. A Paraprofessional may be transferred involuntarily in order to reduce racial or experience imbalance and administratively by the Principal or Executive Director to adjust curriculum and instructional deficiencies. No Paraprofessional will be transferred without just cause, or more than once during any school year. The employee may request a meeting with the administrator responsible for the transfer. This meeting, if requested, should take place within five (5) school days of the transfer notice.

C. Reduction in Force

In recognition of the responsibility of the Board of School Commissioners for the efficient operation of the Baltimore City Public Schools, it is understood and agreed that in all cases of reduction of the number of employees covered by this Agreement the following factors, as listed below, shall be the basis for said reductions:

- a. Qualifications, educational requirements for the classifications, training, and experience.

- b. Seniority within category.

The classifications of Paraprofessionals within each category are as follows:

Category I

Teachers Aide (formerly Lunch Aides)
 Transportation Aides
 Classroom Aides (Title I: D.F.C.)
 Educational Assistants (General Duty)
 Special Skills - Library Assistants (Sci., Voc-Tech.)
 Parent Liaison Workers

Category II

Severely Profoundly Handicapped Educational Assistants

Category III

Home Visitors

The above categorical listing will not prohibit movement between categories for purposes of promotion.

1. Reduction-in-Force in Categories I, II, and III shall be on a systemwide basis. Any employee under Categories I, II, and III affected by a reduction may be placed in a job within the same category or any one of the three categories providing that he/she is qualified to perform the job. It is understood that the employee has no choice of jobs, but must displace the least senior employee on the job for which he/she is qualified.

Reduction-in-Force for Category II and Category III shall be on a classification basis. Employees in Categories II and III shall be laid off only when there are reductions in those classifications. The affected employee and the Union shall be notified at least fifteen (15) days prior to any reduction-in-force. A violation of this procedure only may be subject of a grievance.

2. The Superintendent of Public Instruction and the Board of School Commissioners shall determine the areas in which recall is to take place, and the number of persons to be recalled. Non-probationary Paraprofessionals will be recalled first in reverse order of layoff. Probationary Paraprofessionals will then be recalled. No new Paraprofessionals will be hired in areas where a layoff has occurred until the Paraprofessionals laid off have been recalled, have declined, and/or failed to accept a recall. The right of recall shall expire two (2) years after the date of layoff.

3. Seniority shall be defined as that period of time from date of entry as a Paraprofessional in the Baltimore City Public Schools to the time of the proposed personnel action, minimum periods of non-creditable service. Non-creditable service may have been the result of previous layoffs, disciplinary action or resignation. Paraprofessionals rehired within two years of layoff shall have restored, on the date rehired, the seniority which had been accumulated up to the date of layoff shall be credited with any accumulated leave which had not been used or converted to cash at the time of layoff. Although action taken under this paragraph shall not be the subject of a grievance, disputes as to determination of seniority may be referred to the Labor Commissioner of the City of Baltimore for final and binding decision.

✓ D. Whenever new programs are created, Paraprofessionals' vacancies will be advertised.

E. Use as Substitute Teachers

A Paraprofessional will be asked to serve as a per diem substitute only by mutual agreement of the Principal and the employee. An employee will receive payment as a per diem substitute in accordance with the agreed upon schedule.

F. Paraprofessional employees shall not assume the responsibilities for classroom management, instruction and the writing of lesson plans unless they are serving in a substitute teacher capacity as agreed to in this document. Paraprofessionals shall continue to maintain student logs and other similar records. Except in emergency situations and cases of Special Education meetings, Paraprofessionals shall not be asked to conduct class for longer than one hour.

G. Evaluations

All Paraprofessionals shall be evaluated annually in accordance with the joint Union Board Committee recommendations which shall be implemented for the school year 1980-1981. During their first year of employment, however, Paraprofessionals shall be evaluated semiannually.

H. Lunch Period

Full-time employees shall receive not less than a thirty (30)

minute lunch period, except in schools with modular scheduling.

I. Every effort shall be made to assign Parent Liaison Workers to one location.

J. Every effort shall be made to assign Paraprofessionals to not more than two teachers.

ARTICLE XIII

Career Training Services

A. To insure that employees in the bargaining unit are offered an opportunity to qualify for professional advancement through experience and appropriate career training, the Board and the Union agree to establish a Steering Committee composed of Paraprofessional Staff and Paraprofessional Staff to work with the Chief Executive Officer. The purpose of the Committee shall be to develop an inservice training component and a tuition reimbursement component which shall be directed toward increasing the training of Paraprofessionals, improving the instruction of students, improving efficiency of operations and assisting Paraprofessionals in obtaining a Bachelor's degree in teaching. The Committee shall be responsible for the planning, implementation and evaluation of the total program. The program shall be implemented immediately upon approval of the Superintendent. To achieve this purpose the sum of \$10,000 shall be provided for the implementation of the inservice program.

B. The Board and the Union shall make every effort to secure state and/or Federal funds so that the implementation of Career Training inservice program will be implemented during the lifetime of this Agreement.

ARTICLE XIV

Health and Welfare

A. The current level of health care benefits shall continue. The employer and the employee percentage contributions as of June 30, 1986, shall be maintained during the term of this memorandum. Furthermore, any increases in costs during the term of this memorandum shall be shared proportionately according to these percentages.

B. 1. The employer shall contribute not less than \$200.00 to a health and welfare program which shall consist of life insurance, long-term disability insurance, optical services and medical insurance. The optical program will include fashion frames as allowed. The Board will pay \$25.00 toward the cost of physical exams.

2. The employer shall provide life insurance of \$20,000.

3. A joint committee, named by the Board and named by the Union, shall be established to monitor the health program. Any committee member shall be entitled to request and receive all utilization, expenditures and financial data directly from the City Health Insurance Committee. Members of the committee shall have timely access to all utilization, expenditures and financial data regarding insurance programs covering teachers employed. The joint committee will meet upon request to discuss the effectiveness and status of the program with the City Health Insurance Committee at least twice a year. The City Health Insurance Committee shall not ~~authorize or implement~~ any changes in coverage without first ~~proposing those changes to and~~ consulting with the committee established by this sub-section.

4. In the event an employee is on leave without pay for personal illness, the employer shall continue to pay its share of the cost of his Blue Cross/Blue Shield or HMO coverage for a period not to exceed thirty (30) days, provided the affected employee continues to assume his appropriate contribution for said coverage.

C. Employees covered by this Agreement are eligible for the following benefits as more fully set forth in the City of Baltimore Administrative Manual and appropriate Resolutions of the Board of Estimates.

1. Basic Plan

a. Blue Cross - 365 days hospitalization (with one time per year \$50.00 deductible per person)

b. Blue Cross - Diagnostic Endorsement #3 (with cost containment items as enumerated below)

c. Blue Shield Plan E.

2. Blue Shield Plan C (with cost containment items as enumerated below)

3. Diagnostic #4

4. Major Medical (\$150.00 deductible)

5. Pre- and post-natal care.

6. Sudden and serious onset coverage

7. Prescription Plan (\$2.00 deductible - generic drugs)
(Cost savings generated by generic drugs to be applied to improved health benefits for bargaining unit employees)

8. Second Surgical Opinion (with cost containment provision as enumerated below)

9. Health Maintenance Organization alternative to Blue Cross/Blue Shield. (Employer shall contribute the same dollar amount it contributes for the employee's current Blue Cross/Blue Shield coverage).

10. Alcoholism Treatment Program -

a. Hospital/In-Patient care - 30 days per year; 60 day lifetime maximum.

b. Outpatient Care - 30 visits - 100% covered services; 15 additional visits 50% covered services.

11. Hospice Care -

a. Non Hospital Care - 100% with \$10,000 lifetime maximum.

b. In Hospital Care - 80% with \$10,000 lifetime maximum.

D. The following cost containment provisions shall remain in effect for the duration of this Agreement.

1. \$35.00 fee for Emergency Room use in non-emergency situations.

2. Pre-admission Testing:

a. 100% reimbursement for pre operative laboratory tests and x-ray examinations only if performed on an out-patient basis (unless medically necessary).

b. 50% for same if performed on an in-patient basis.

3. Ambulatory and Diagnostic Procedures (non-emergencies) 100% reimbursement when certain enumerated procedures performed on outpatient (physician's office, ambulatory surgical center, outpatient department of hospital) basis.

4. Second Surgical Opinion must be obtained for certain enumerated elective surgical procedures.

5. Hospital Admissions/Discharge:

a. No Friday, Saturday or Sunday Admissions

*non-emergency situations

*unless surgical procedures are scheduled over the weekend; or,

*Sunday admission permissible when testing or surgical procedures scheduled on following Monday.

b. Discharge from hospital within 24-hours of Doctor's release.

ARTICLE XV

Discipline and Discharge

A. Discipline

Disciplinary action may be imposed upon an employee only for good cause. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

B. Discharge, Reduction in Pay or Position, or Suspension for More than Thirty (30) Days

The employer shall not discharge any employee who has completed his probationary period nor shall the employer reduce in pay or position or suspend any employee without cause which is the opinion of the person authorized to remove or dismiss such employee may interfere with the efficient discharge of the employee's duties. The employee will be promptly notified in writing giving reasons for any discharge, reduction in pay or position, or suspension for more than thirty (30) days. The probationary period shall be for a period of one (1) year.

C. In the event of a reduction in pay or position, or suspension for more than thirty (30) days, the management representative responsible for initiating such action, if requested, meets with the affected employee and his Union representatives within five (5) calendar days from the date of reduction or suspension. The affected employee will have the right to appeal to the appropriate Executive Director, Assistant Superintendent, or their designee within five (5) calendar days from the date of said meeting. The decision of the appropriate Executive Director, Assistant Superintendent, or their designee, may be appealed to the Superintendent of Public Instruction, or his designee and the Labor Commissioner or his designee within five (5) calendar days. The decision of the Superintendent of Public Instruction may be appealed within five (5) days to the Board of School Commissioners. The decision of the Board of School Commissioners shall be final and binding.

D. In the event of a discharge the management representative responsible for initiating such action, if requested, meets with the affected employee and his Union representatives within five (5) calendar days from the date of discharge. The affected employee will have the right to appeal to the appropriate Executive Director, Assistant Superintendent, or their designee within five (5) calendar days from the date of said meeting. The decision of the appropriate Executive Director, Assistant Superintendent, or their designee, may be appealed to the Superintendent of Public Instruction, or his designee and the Labor Commissioner or his designee within five (5) calendar days. The decision of the Superintendent of Public Instruction may be appealed within five (5) days to the Board of School Commissioners. The decision of the Board of School Commissioners may be appealed within 5 days to the Civil Service Commission Hearing Officer. The decision of the Civil Service Hearing Officer shall be final and binding.

ARTICLE XVI

Savings Clause



If any provisions of this Agreement is, or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to appropriate consultation and negotiations with the Union.

ARTICLE XVII

Negotiations

A. The party submitting proposals shall separate all new proposals from present contract items for purposes of presentation; or, he shall underscore all new language which is submitted within the context of previously adopted language.

E. Negotiations shall be conducted in closed sessions unless both parties agree to the contrary.

ARTICLE XVIII

General Provisions

A. Seniority

Seniority shall be defined as that period of time from date of entry as a Paraprofessional in the Baltimore City Public Schools to the time of the proposed personnel action, minus periods of noncreditable service.

B. Chapter Committee

The Paraprofessionals of each school may establish a Chapter Committee, composed of not more than five (5) Paraprofessionals, for the purpose of meeting with the Principal and/or administration to discuss areas of concern. The Committee, at its option, may combine its meetings with those between the Principal and the Teachers' Union Chapter Committee in the school.

ARTICLE XIX

Compensation

A. Effective August 27, 1986, ^{du}employees shall receive wages as shown on the Salary Schedule attached to this agreement as Addendum I.

B. Effective the beginning of the 1987-88 school year, ^{du}employees shall receive wages as shown on the salary schedule attached to this agreement as Addendum II.

C. All employees who are below the maximum step of their grade on the P62 and 362 Salary Scales and are eligible for movement on the steps of the salary scales shall be advanced on the salary scales one step, effective August 29, 1984 and one additional step, effective the first school day of th 1987-88 school year.

D. In all salary provisions in this Article, the salaries for employees who work less than six (6) hours per day will be prorated according to the number of hours worked. In these calculations, seven (7) hours will be considered as the full-time work day.

E. All employees covered by this Memorandum of Understanding shall receive the following longevity increments as a percentage of the maximum step of their grade:

10 years of continuous City service - 2%
15 years of continuous City service - 2 1/2%
20 years of continuous City service - 2%
25 years of continuous City service - 2%

F. The following classes of Paraprofessionals shall be paid according to the 362 Salary Scale:

Educational Assistants
School Libraries, Publications, Research
School Facilities,
Science Laboratory, Educational Supplies and
Equipment, Shop.
Special Services

Others:

Home Visitor, Parent Liaison Worker, Exceptional
Children Aide (Severely and Profoundly Handicapped).

G. Staff members whose jobs require the use of private automobiles shall receive a travel allowance of 26 cents per mile.

H. Employees on the P62 payroll will be eligible to receive additional compensation for the completion of college credits according to the following percentages:

15 credits - 2 1/2%
30 credits - 5%
90 credits - 10 %

I. Bus aides who work in excess of 7 hours or on a Saturday, Sunday or Holiday shall be compensated at the rate of 1 1/2 their normal straight time rate. Additional hours created by bus breakdown shall be excluded from this provision.

Job Security

The parties agree that all employees who were regularly employed in a full time position during the 1981 - 1982 school year and have not, prior to the date of ratification of this Agreement, received a notice of termination as a result of reduction in force, shall remain in that position for the term of this Agreement, thereby guaranteeing such employees full and complete job security during the term of this Agreement. However, anything to the contrary notwithstanding, in the case of each individual job classification, employees may be laid off based upon projected decline in pupil enrollment, program curtailment, or loss of budgeted funds or other government agency whether Federal, State, or Local. In the event such action becomes necessary, the Board shall notify the Union and the affected employee thirty (30) days in advance of the date of layoff.

ARTICLE XX

Termination, Change or Amendment

This Agreement shall become effective on July 1, 1986 and remain in full force and effect until June 30, 1988 unless otherwise stated herein. It shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of a desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by registered mail no later than January 1 of the year involved.

ADDENDUM I

Year 1 Salary Scale (1986-1987 School Year).

Step	801	802	803	804	811	812	814	815	899
1	8,161	8,582	9,022	9,403	1,072	2,147	4,293	5,366	15,135
2	8,436	8,872	9,307	9,712	1,099	2,198	4,395	5,494	15,444
3	8,740	9,179	9,623	10,049	1,124	2,249	4,498	5,621	15,908
4	9,046	9,487	9,943	10,385	1,144	2,291	4,580	5,725	16,384
5	9,360	9,811	10,268	10,726	1,202	2,405	4,813	6,015	16,876
6	9,562	10,018	10,472	10,941	1,335	2,669	5,338	6,674	17,382
7	9,852	10,450	10,907	11,398					17,903
8	10,148	10,779	11,236	11,744					18,440
9	10,491	11,055	11,553	12,077					18,993
10	10,785	11,366	11,880	12,420					19,563
11	11,077	11,675	12,205	12,759					20,150
12	11,875	12,523	13,094	13,694					23,703

ADDENDUM II

Year 2 Salary Scale (1987-1988 School Year)

Step	801	802	803	804	811	812	814	815	899
1	8,569	9,011	9,473	9,873	1,126	2,254	4,508	5,634	15,892
2	8,858	9,316	9,772	10,198	1,154	2,308	4,615	5,769	16,216
3	9,177	9,638	10,104	10,551	1,180	2,361	4,723	5,902	16,703
4	9,498	9,961	10,440	10,904	1,201	2,406	4,809	6,011	17,203
5	9,828	10,302	10,781	11,262	1,262	2,525	5,054	6,316	17,720
6	10,040	10,519	10,996	11,488	1,402	2,802	5,605	7,008	18,251
7	10,345	10,973	11,452	11,968					18,798
8	10,655	11,318	11,798	12,331					19,362
9	11,016	11,608	12,131	12,681					19,943
10	11,324	11,934	12,474	13,041					20,541
11	11,631	12,259	12,815	13,397					21,158
12	12,469	13,149	13,749	14,379					24,888



830212

NOVEMBER 12, 1986

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

Director of Labor Relations
BALTIMORE CITY PUBLIC SCHOOLS
Suite 309
3 EAST 25TH STREET
BALTIMORE, MD. 21218



OFFICE OF
LABOR RELATIONS

Nov 17 3 45 PM '86

PREVIOUS AGREEMENT EXPIRED
JUNE 29, 1986

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Baltimore Md School Comm Paraprofessional LU 340 WITH TEACHERS MARYLAND

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1600
2. Number and location of establishments covered by agreement 201
3. Product, service, or type of business EDUCATION - Paraprofessional Services
4. If your agreement has been extended, indicate new expiration date 1989

ALAN W. HARRIS Director of Labor Relations
Your Name and Position
3 E. 25th STREET RM 309 BALTO. MD. 21218
Address City/State/ZIP Code
Area Code/Telephone Number 301 396-6880